

**ORIGINAL**

**AGREEMENT**  
(Revised APRIL 26, 2012)

**BETWEEN**

**THE BOROUGH OF FRANKLIN  
SUSSEX COUNTY, NEW JERSEY**

**AND**

**FRANKLIN BOROUGH POLICE  
DEPARTMENT, FRATERNAL ORDER OF  
POLICE LODGE # 57 AND THE  
FRATERNAL ORDER OF POLICE - NEW  
JERSEY LABOR COUNCIL**



***FOR THE PERIOD***  
**JANUARY 1, 2012 THROUGH**  
**DECEMBER 31. 2014**

*9/12/14*

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PREAMBLE

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THIS AGREEMENT entered into this 3rd day of ~~March~~, 2012 by and between the governing body of the Borough of Franklin, in the County of Sussex, State of New Jersey (the "Borough") and the Fraternal Order of Police/ New Jersey Labor Counsel, the authorized and recognized bargaining unit for all Patrolmen, Sergeants and Lieutenants of the Borough of Franklin Police Department (the "F.O.P.") and represents the complete and final understanding on all bargainable issues between the Borough and the F.O.P.

ARTICLE I

TERM OF AGREEMENT

The terms of this Agreement shall be for the period commencing January 1, 2012 and ending December 31, 2014. However, upon expiration of this Agreement, the terms shall remain in full effect until a new agreement is reached. This Agreement shall be retroactive to January 1, 2012, and any and all benefits shall be reimbursed no later than thirty (30) days following the signing of this Agreement unless otherwise agreed.

ARTICLE II

RECOGNITION AND SCOPE

The Borough hereby recognizes the Fraternal Order of Police/New Jersey Labor Council as the sole and exclusive negotiating representative for all Patrolmen, Sergeants and Lieutenants in the Franklin Borough Police Department, pursuant to the New Jersey Employer Employee Relations Act and the authority of the Public Employment Relations Commission for the State of New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions for the members of the bargaining unit recognized hereunder.

### ARTICLE III

#### EMPLOYEE'S RIGHTS

A. The Employee shall have the right to take a grievance on any issue involving his/her working conditions, employment, promotion and infringement of rights arising under this Agreement.

B. All grievance matters shall be taken up by the F.O.P. representatives and the Grievant on the Employee's day off unless the Borough indicates that said meeting be held during the Employee's workday. If the meeting is scheduled for the Employee's workday or the representative's workday, the time off will be granted at no charge to the Employees involved.

C. Under no circumstances will an Employee be required to undertake a Polygraph Test in conjunction with any aspect of his/her employment.

D. If there is a criminal investigation or criminal charges pending, Employees shall not have any Department hearing prior to a criminal trial so as not to prejudice their standing with any jury, unless both parties agree to an earlier hearing.

### ARTICLE IV

#### SALARIES AND WAGES

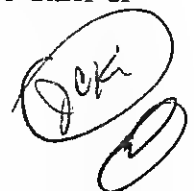
A. Base salaries for Employees covered by this Agreement shall be as set forth in Schedule A, attached hereto. Base salaries shall increase as follows:

January 1, 2012 – 1.0%

January 1, 2013 – 1.5%

January 1, 2014 – 2.0%

B. Step increases on the salary guide (Schedule A) are to be given on the anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of

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Police. For a Recruit refer to Section D herein with respect to their first six (6) months and increase to start step. An Employee denied a Step increase shall have the right to file a grievance under Article XIV.

C. All new Employees, other than Recruits, shall not receive any step increases during the first year of employment with the Borough. On the first year anniversary of the new Employee's employment, the new Employee shall be placed on the appropriate level of the next step. The appropriate level shall be determined by the date of that anniversary and its corresponding level under that step. All step increases will be from the Employee's anniversary date of hire and/or one year from their date of promotion.

D. Any new Employee who is hired prior to their graduation from Police Academy shall be hired as a "Recruit." The new Employee shall remain a Recruit for the first six (6) months of his/her employment. Upon his/her graduation from the Police Academy and completion of six (6) months of employment with the Borough, the Recruit shall be placed on the level of the Start Step as determined by the date of the six (6) months anniversary. On the one year anniversary of being placed on the level of the Start Step, the Recruit shall be moved to Step 1 of the Patrolmen's Salary Guide. The appropriate level of the Step shall be determined by the date of the anniversary and its corresponding level under that Step.

E. The employee assigned as a Detective shall receive an annual stipend equivalent to five percent (5%) of his/her base salary, to be included in the base salary commencing January 1, 2012. This annual stipend shall be limited to three percent (3%) in the event the Employee assigned as a Detective holds the rank of Sergeant or higher. This stipend is intended to fully compensate the Detective for all hours worked on investigations that may extend beyond his/her regular tour of duty.



F. The Employee(s) that serves as a full time assigned Detective shall not be entitled to overtime pay except where the assigned detail is not related to his/her detective duties, such as providing shift coverage or working road jobs, in which case any overtime incurred on such assigned detail shall be paid at the rate of time and one-half (1½).

## ARTICLE V

### WORK SCHEDULE

A. The work period shall be a modified pitman schedule as detailed:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	6:00PM-6:00AM	6:00PM-6:00AM	OFF	OFF	6:00PM-6:00AM	6:00PM-6:00AM	6:00PM-6:00AM
Week 2	OFF	OFF	6:00PM-6:00AM	6:00PM-6:00AM	OFF	OFF	OFF
Week 3	6:00AM-6:00PM	6:00AM-6:00PM	OFF	OFF	6:00AM-6:00PM	6:00AM-6:00PM	6:00AM-6:00PM
Week 4	OFF	OFF	6:00AM-6:00PM	6:00AM-6:00PM	OFF	OFF	OFF

B. The Chief of Police or his/her designee shall have complete discretion to move any Employee in the scheduled rotation for the purpose of managing the Franklin Borough Police Department in the most economical way possible. Employees shall be given seventy-two (72) hours prior notice in advance of any shift adjustment.

C. For the purpose of this Agreement, all holidays will be from 6:00 am. of the actual holiday until 6:00 a.m. of the day after the holiday.

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D. The Employee shall have the right to accumulate compensatory time provided that compensatory time shall not be permitted to cause the use of overtime.

## ARTICLE VI

### OVERTIME AND CALL-OUT

A. Overtime is to be paid to any Employee who works other than and beyond his/her regularly scheduled work day. Overtime shall be compensated at a rate of time and one-half (1-1/2). Time and one-half (1-1/2) pay shall be granted at a rate of one hour if an Employee works at least one-quarter of any hour. Refer to Article IV, Section E, to determine the Detective's overtime compensation.

B. Employees covered by the terms of this Agreement shall be utilized initially in the event that overtime service is required in order to cover a regularly-scheduled shift. Employees covered by the terms of this Agreement shall be utilized initially before the utilization of a Special Police Officer is given consideration. Special Police Officers may be employed for Municipal Court security.

C. The Borough agrees to pay a minimum of four (4) hours for unscheduled call-out time when an off-duty Employee is called out for the purpose of general police duty, and shall compensate the Employee at a rate of time and one-half (1-1/2) for this call-out.

D. When an Employee who is scheduled for a specific tour of duty is called in prior to their tour of duty, the Employee shall be compensated at the rate of time and one-half (1-1/2) for the actual hours worked providing said hours are contiguous of the scheduled tour of duty. Call-out as specified in Paragraph C does not apply.

E. Overtime shall be paid within the pay period succeeding the period in which it is earned or, at the Employee's option, may be carried throughout the calendar year and paid upon submission of a voucher by the Employee.





## ARTICLE VII

### ALLOWANCES

A. Each Employee shall receive a clothing allowance of Thirteen Hundred and Fifty Dollars (\$1,350) (\$850 for purchase of clothing, \$500 for maintenance) per year. The Borough agrees to purchase up to three (3) bullet proof vests per year, to be distributed and used by the Employees, for each year of this contract.

B. The Borough agrees to provide two hundred fifty (250) rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each Employee covered by this Agreement.

### MOTOR VEHICLE REIMBURSEMENT

A. Any Employee using his/her own vehicle on official business (with approval of the Chief of Police or his/her designee) shall be compensated at the rate allowed by the I.R.S.

B. Employees shall be compensated for travel expenses incurred while attending Police-related School.

C. When an Employee's vehicle is used for official business, a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the Employee at the Borough's request.

### MEAL ALLOWANCE

Employees shall be compensated Twelve Dollar (\$12.00) daily as meal allowance when assigned to attend a police-related school outside the Borough. Meal reimbursements shall not be provided under any other circumstances except while attending a full day at court out of the Borough as per Article X, Sec. C.

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## ATTENDANCE AT CONVENTIONS

The Borough agrees to allow time off with pay for no more than two (2) F.O.P. representatives to attend the annual, mini, state or national police convention. Time off shall include attendance at the convention itself, plus reasonable travel time to and from the event provided that such leave shall be for no more than seven (7) days, pursuant to N.J.S.A. 40A:14-177. The Borough shall not be responsible for reimbursement of any travel, lodging or meal expenses.

## ARTICLE VIII

### EDUCATIONAL BENEFITS

A. Any Employee actively attending and pursuing a fully accredited college program incidental to his/her employment shall receive up to Six Hundred Dollars (\$600) per year to be utilized for books and/or tuition, providing a final grade of "C" or better is attained.

B. Ten Dollars (\$10) will be added to the Employee's base pay for each college credit the Employee has earned, starting with the sixty-first (61st) credit (e.g. a \$10 per year benefit for 61 credits), with a maximum benefit of One Thousand Dollars (\$1,000) per Employee per year.

C. College reimbursement covered under this Paragraph A. shall be approved by the Chief of Police prior to reimbursement.

## ARTICLE IX

### LONGEVITY

[Deleted - No longer applicable.]



## ARTICLE X

### COMPENSATION DAYS

#### COURT DAYS

A. Employees shall receive eight (8) days off per year to compensate for appearances in State Superior Court, Federal Court and Municipal Court.

B. Compensation shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (Court day).
2. Compensation days may be taken by the Employee the day immediately before or the day immediately following a holiday or vacation leave.
- C. When an Employee must spend a full day (more than 6 hours) in Court out of the Borough, said Employee will be compensated for a Twelve Dollar (\$12.00) meal allowance.

#### PERSONAL DAYS

A. Each Employee shall receive three (3) personal days per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (personal day) except in the case of emergency, in which event the notice requirement shall be waived.
2. Compensation days may be taken by the Employee the days immediately before or the days immediately following a holiday or vacation leave.
3. The annual allotment of Personal Days shall accrue and be available for use commencing on January 1 of each year. Unused Personal Days shall



be lost and shall not carry over from year to year. New Employees will be awarded a pro-rata number of Personal Days based upon that portion of the calendar year they will be employed by the Borough.

#### SICK DAYS

A. Each Employee shall be granted eleven (11) days sick leave per year, with a limited right of accumulations of one hundred and seventy-five (175) days. The annual allotment of Sick Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Sick Days based upon that portion of the calendar year they will be employed by the Borough.

B. Upon retirement, termination or resignation (or separation from employment for any reason), the Employee shall be compensation for unused sick day by calculating the number of days at the current rate of pay. Sick time payout compensation shall not exceed \$15,000.00. If New Jersey Law is changed to mandate a lower payout even where there is an existing contract, the lower payout set by New Jersey Law shall control.

C. Employees will be granted a total at five (5) "family illness days" which can be used for the care of family members. Any absences over three (3) consecutive days will require medical documentation.

#### BEREAVEMENT LEAVE

A. In case of death of the employee's spouse or child, the employee shall be granted four (4) days off without loss of pay. In case of death in the immediate family, an employee shall be granted leave without loss of pay from the day of death up to and including the day after the funeral, not to exceed four (4) days. Immediate family shall be defined as employee's mother,



father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative living in the Employee's household.

B. In case of death of the employee's aunt, uncle, niece, or nephew, the employee will be granted one (1) day off without loss of pay.

C. Reasonable verification of the event necessitating the bereavement leave may be required by the Borough.

#### VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

<u>YEARS OF SERVICE</u>	<u>VACATION TO BE RECEIVED</u>
0 year to 5 years	10 Days
Start of 6 <sup>th</sup> year to 15 years	15 Days
Start of 16 <sup>th</sup> year to 20 years	20 Days
Start of 21 <sup>st</sup> year and over	25 Days

[Hire date prior to June 30th shall receive full annual credit. After July 1<sup>st</sup> annual credit shall be on pro-rated basis.]

B. A written request for leave shall be made by the Employee to the Chief of Police or his/her designee at least three (3) weeks prior to the requested leave time and approval or disapproval, in writing, and shall be returned from the Chief of Police or his/her designee within five (5) days of the Employee's request.

C. Two (2) or more Employees may have simultaneous vacations if said are not on the same duty shift as scheduled.

D. If an official holiday occurs during an Employee's authorized vacation, the Employee shall be entitled to an additional vacation day in lieu of the said holiday,

E. Any Employee covered herein may accumulate up to five (5) vacation days, which must be utilized in the next succeeding calendar year.

F. The annual allotment of Vacation Days shall accrue and be available for use commencing on January 1<sup>st</sup> of each year. New Employees will be awarded a pro-rata number of Vacation Days based upon that portion of the calendar year they will be employed by the Borough following graduation from the Police Academy.

#### HOLIDAYS

A. Employees shall be granted fourteen (14) holidays per year. The following list shall constitute the recognized holidays of the Borough of Franklin for Employees covered by this Agreement:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Good Friday	Easter Sunday
Memorial Day	July 4 <sup>th</sup>
Labor Day	Columbus Day
Veterans Day	
Thanksgiving Day	Thanksgiving Friday
Christmas Day	

B. Holidays shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his/her designee at least three days (3) prior to the leave.
2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

C. In the event an Employee is required to work on a holiday, he shall receive a day off for the holiday worked plus one half (1/2) day regular pay, or in the alternative, the Employee may choose to be paid for the day's work in addition to his/her regular salary, at the rate of time and one-half (1-1/2) pay.



In the event an Employee is scheduled to work on a holiday and is re-scheduled to work another shift, all hours worked on the re-scheduled shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.

D. Time and one-half (1-1/2) pay shall be granted at the rate of one hour if an Employee works one quarter of said hour.

#### PRORATION OF BENEFIT TIME

The annual allotment of any benefit time referenced in this Article shall be prorated for the purpose of determining compensation at the time of separation from employment.

### ARTICLE XI

#### INSURANCE

A. The Borough shall provide hospitalization, major medical and prescription drug health insurance to the employees with the same plan(s) in effect at the time of the execution of this contract provided that if the plans or carriers change, the Borough cannot substantially change the existing benefits or coverage's received by the Employees. The F.O.P. agrees to negotiate in good faith in the event that the Borough seeks to review and competitively compare available health insurance plans.

B. A dental plan shall be provided to the Employees. This dental plan shall provide coverage under Horizon Blue Cross/Blue Shield of New Jersey in the Horizon Dental Option Plan (100/80/50), with exception to major care, in which the Borough agrees to pay an additional ten percent (10%) to the Employee upon proof of service. The Borough agrees to maintain this or an equivalent level of coverage under an alternate plan, should the Borough find it necessary to change insurance carriers. The Borough shall have the right to modify the source of dental insurance coverage, so long as the level of coverage is equal to or better than the dental plan specified in the preceding sentence.

C. The existing life insurance benefits shall be continued and reviewed by the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.

D. The Borough shall provide temporary disability insurance for the benefit of the Employees under the present plan providing the equivalent to sixty-six and two thirds (66-2/3%) percent of the weekly earnings of each Employee for a six (6) month maximum period.

E. The Borough shall provide a reimbursement for eyeglasses/contact lenses of up to Two Hundred Dollars (\$200.00) per year to be used either by the Employee or a member of the Employee's family upon submission of receipt verifying purchase. This benefit can only be used once per year for one person (Employee or one member of the family – it cannot be “split”) and for a maximum of \$200.00.

F. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims arising out of, and/or within the scope of his/her employment.

G. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims for false arrest arising out of and/or within the scope of his/her employment.

H. Any item that is lost, stolen or broken, while the Employee is on duty, will be replaced at the expense of the Borough after first being submitted to the Borough's insurance company for any possible claim/payment.

## ARTICLE XII

### PENSIONS

The Borough's existing participation in the New Jersey Police and Fire Retirement System shall remain in effect.

## ARTICLE XIII

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### DUES CLAUSE

A. The Borough will deduct annual F.O.P. dues in equal amounts over twenty-four (24) pay periods each year (two per month).

B. If a Lieutenant, Sergeant or Patrolman of the Borough Police Department fails to authorize the Borough to deduct his/her annual dues, the F.O.P. shall submit a request to the Borough Finance Officer to begin deducting an amount of eighty-five (85%) percent of the annual dues from that Employee's pay as per Article XIII A. above.

C. Said deductions shall commence with the next paycheck due the delinquent Employee.

### ARTICLE XIV

#### GRIEVANCE PROCEDURE

A. Whenever an Employee has a grievance, he/she shall first present it verbally to his/her immediate supervisor. It shall be the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible if in his/her opinion, settlement is justified and within his/her discretion to implement. The supervisor shall either implement a mutually acceptable resolution of the grievance within forty-eight (48) hours of its filing or, failing in that, shall, within that same time frame, advise the Employee of his/her inability to do so.

B. All grievances must be presented at Step 1 of this Grievance Procedure, described below, no later than thirty (30) days after the grievance arose, irrespective of any informal attempts to resolve the grievance. The timelines set forth throughout this Grievance Procedure shall be strictly enforced and, should a Grievant fail to comply with these timelines, his/her grievance shall be determined to have been waived. All rights and remedies of the Grievant,



either at law or otherwise not governed by this Agreement, shall be preserved, notwithstanding the determination of the grievance under this Grievance Procedure.

C. Since it is intended that grievances shall be settled at the lowest possible step in this Grievance Procedure, no grievance shall be presented to, heard or considered by the members of the Borough Council, unless that grievance has first been processed through Steps 1, 2 and 3 of this Grievance Procedure, described below.

D. No papers and documents relating to a grievance and its disposition shall be placed in an Employee's personal history file.

#### **STEP 1 (Immediate Supervisor)**

An Employee wishing to file a grievance shall first submit his/her grievance in writing to his immediate supervisor. The written grievance shall describe the issue or dispute as completely and clearly as possible and should attach any necessary documentation in order to permit proper and effective disposition. The immediate supervisor shall, within forty-eight (48) hours of receipt of the written grievance, provide a written response. If the Grievant is not satisfied with the immediate supervisor's written response, or if none is provided, the Grievant has ten (10) days from the date he/she first filed the written grievance, to appeal. In order to appeal, the Grievant must file his/her written grievance, along with the immediate supervisor's written response, with the Chief of Police.

#### **STEP 2 (Chief of Police)**

The Chief of Police shall review the written grievance and immediate supervisor's response, if any, and may confer with the parties involved to such extent as he/she may deem appropriate. The Chief of Police shall endeavor to resolve the grievance, and, failing that, the Chief shall issue a written response on the grievance within fifteen days (15) of his/her receipt of

said grievance. If the Grievant is not satisfied with the Chief's written response, or if none is provided, the Grievant has fifteen (15) days from the date the written grievance was filed with the Chief, to appeal. In order to appeal, the Grievant must file the written grievance, along with any written responses from his/her supervisor and the Chief, with the Borough Administrator.

### **STEP 3 (Borough Administrator)**

The Borough Administrator shall review the written grievance and written responses, if any, and may confer with the parties involved to such extent as he/she may deem appropriate. The Administrator shall endeavor to resolve the grievance, and, failing that, he/she shall issue a written response within fifteen (15) days of his/her receipt of the grievance. If the Grievant is not satisfied with the Borough Administrator's written response, the Grievant has twenty (20) days from the date he/she filed the written grievance with the Administrator, to appeal. In order to appeal, the Grievant must file the written grievance, along with any written responses from his/her supervisor, the Chief and the Administrator, with the Borough Clerk.

### **STEP 4 (Borough Council)**

The Borough Clerk<sup>s</sup> shall promptly distribute copies of the written grievance and written responses to each member of the Borough Council, which shall hear the grievance within twenty (20) days of its filing with the Clerk. The Grievant shall have the right to have the assistance an attorney or an F.O.P. representative at the grievance hearing before the Borough Council. The grievance hearing shall be conducted in an informal manner and an audio recording will be made at the request of either party. The Borough Council shall render its determination in writing within twenty (20) days of the close of the grievance hearing. If the Employee is not satisfied with the Borough Council's written determination, the Employee has twenty (20) days following receipt of the Council's written determination to file for final and binding arbitration.

### **STEP 5 (Arbitration)**

ORIGINAL

The parties agree that the final and binding arbitration shall be conducted pursuant to the rules of the Public Employment Relations Commission. The parties further agree as follows:

1. The expense of such Arbitration shall be borne equally by both parties;
2. The decision of the Arbitrator shall be final and binding upon both parties; and
3. The Arbitrator shall have no authority to add to or subtract from the terms of this Agreement.

**ARTICLE XV**

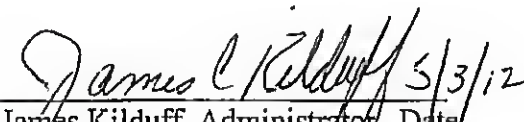
**TERM AND RENEWAL**

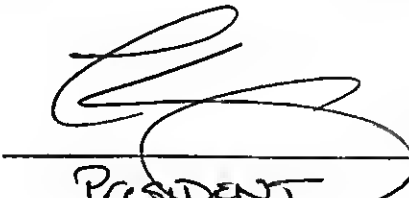
This Agreement shall have a term from January 1, 2012 through December 31, 2014. If the parties have not executed a successor Agreement by December 31, 2014, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

**BOROUGH OF FRANKLIN**

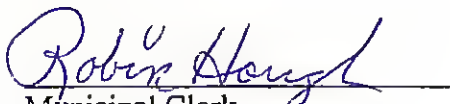
**FRATERNAL ORDER OF POLICE /  
NEW JERSEY LABOR COUNSEL**

  
James Kilduff, Administrator Date 5/3/12

  
PRESIDENT Date 5/3/12

ATTEST:

WITNESS:

  
Municipal Clerk





**FRANKLIN POLICE DEPARTEMENT**  
**SALARY GUIDE**  
**2012-2014**

**PATROLMAN**

STEP	2011	2012 (1.0%)	2013 (1.5%)	2014(2.0%)
RECRUIT STEP	\$38,016	\$38,396	\$38,971	\$39,751
START STEP	\$41,926	\$42,345	\$42,980	\$43,839
ONE	\$49,399	\$49,893	\$50,641	\$51,654
TWO	\$55,868	\$56,427	\$57,273	\$58,418
THREE	\$62,339	\$62,962	\$63,906	\$65,184
FOUR	\$68,809	\$69,497	\$70,539	\$71,949
FIVE	\$75,279	\$76,032	\$77,171	\$78,714
SIX	\$81,749	\$82,566	\$83,804	\$85,480
SEVEN	\$88,218	\$89,100	\$90,436	\$92,244

**SERGEANT**

STEP	2011	2012 (1.0%)	2013(1.5%)	2014(2.0%)
ONE	--	\$92,062	\$93,442	\$95,310
TWO	--	\$94,988	\$96,413	\$98,341
THREE	\$97,018	\$97,988	\$99,458	\$101,447

**LIEUTENANT**

STEP	2011	2012 (1.0%)	2013 (1.5%)	2014(2.0%)
ONE	\$101,858	\$102,876	\$104,419	\$106,507
TWO	--	\$107,228	\$108,836	\$111,013
THREE	\$110,473	\$111,578	\$113,252	\$115,517

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 (a)